



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: McCormick et al.

Examiner:

Serial No: 09/246,612

Art Group:

Filing Date: 2/8/99

Attorney Docket No: 1400.9801020

Title: Method and Apparatus for Processing Call Signaling Messages

8/25/99

Honorable Commissioner of the  
United States Patent and Trademark Office  
Washington, D.C. 20231

PETITION PURSUANT TO 37 CFR § 1.47(a)

In response to the Notice of Missing Parts mailed February 25, 1999 regarding the above captioned patent application, the applicants in-house representative (John Granchelli) attempted to obtain signatures on the declaration from all of the inventors. As attested to below, one inventor has refused to execute the declaration despite repeated attempts to obtain his cooperation.

1. In March 1997 Newbridge Networks, Inc. (hereinafter referred to as Newbridge) entered into a Development Agreement with Siemens Stromberg-Carlson (now known as Siemens Information And Communication Networks, Inc.) of Boca Raton FL (hereinafter referred to as Siemens).
2. A result of the above Agreement was the creation of the present invention. The present invention was created by David Furshpan of Siemens in collaboration with inventors of Newbridge.
3. Section 5 of the Agreement contains the IPR provisions, which clearly state that any IPR created belongs to Newbridge. (A copy of this section and the first page of the agreement are attached hereto.)
4. The above referenced patent application was filed on 2/8/99.
5. On or about 3/1/99, the applicants' attorney received the 2/25/99 Notice of Missing Parts.
6. Shirley Harbers, who is an administrator with the Patent & Licensing Group of Newbridge reporting to John Granchelli, was tasked with finding and making first contact with David Furshpan, as he was no longer working at Siemens.

08/21/1999 YGIZAH 00000086 09246612

05 FC:122

130.00 0P

7. On or about 5/6/99, Shirley Harbers learned through various people, including Oscar Pinto and Meir Doron, that David Furshpan was working at Seabridge Ltd in Israel and how he could be reached by electronic mail.

8. Shortly after 5/6/99, Shirley Harbers emailed David Furshpan requesting his home address and other means for contacting him. David Furshpan replied fairly quickly to Shirley Harbers' email inquiry, providing further information on how he can be contacted including his home address.

9. On or about 5/6/99, John Granchelli sent David Furshpan an email explaining that Newbridge had filed a patent application for an invention derived from the development he had done at Siemens on behalf of Newbridge, and that he would be receiving a Declaration and Power of Attorney for his execution.

10. On or about 5/28/99, John Granchelli had the Declaration and Power of Attorney document delivered via courier to David Furshpan along with a prepaid courier envelop for returning the executed Declaration and Power of Attorney.

11. On or about 6/15/99 and 6/22/99, John Granchelli sent reminders to David Furshpan requesting the return of the signed Declaration and Power of Attorney document.

12. On or about 6/23/99, David Furshpan replied that he would send the signed Declaration and Power of Attorney out in the next few days. No such document was received.

13. On or about 7/16/99, John Granchelli contacted Pat Dowling, who is acting as liaison between Newbridge and Siemens, seeking assistance in obtaining the signed Declaration and Power of Attorney document.

14. On 7/21/99, John Granchelli met with Pat Dowling to further seek assistance. In response, Pat Dowling contacted Avi Domoshevitzki, the CEO of Seabridge, asking him to inquire about the status of the Declaration and Power of Attorney document.

15. On or about 7/25/99, Avi Domoshevitzki emailed a response to Pat Dowling, which was forwarded to John Granchelli. The email indicated that Avi Domoshevitzki advised David Furshpan to forward the Declaration and Power of Attorney document to the legal department of Siemens for their approval before he signed it. The same day, John Granchelli replied to Pat Dowling proposing another meeting.

16. On or about 8/9/99, John Granchelli met with Pat Dowling. As a result of the meeting, Pat Dowling contacted Jerry Lind of Siemens and John Granchelli contacted David Furshpan in an attempt to learn the identity of person or persons in the legal department of Siemens that received the Declaration and Power of Attorney document.

17. On or about 8/9/99, Jerry Lind indicated that Joseph Codispoti was handling this matter on behalf of Siemens. The next day, David Furshpan also indicated that Joseph Codispoti was handling this matter. Joseph Codispoti was copied on both responses.

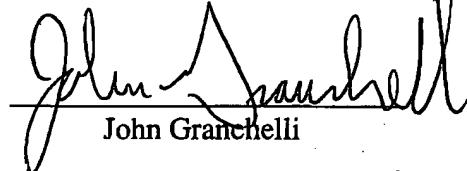
18. As of the date of this petition, an executed Declaration and Power of Attorney have not been received from David Furshpan.

19. Copies of the emails for the above communications are attached hereto.

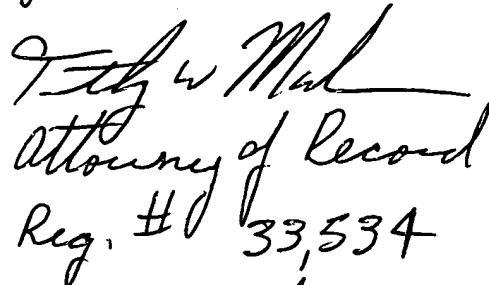
For the reasons stated above, the applicants pray that this patent application be made by the signing inventors (James McCormick, Jonathan Bosloy, John Burns, and Shawn McAllister) on their behalf and on the behalf of David Furshpan.

By placing my signature upon this petition, I swear that, to the best of my knowledge, the above facts are true.

RESPECTFULLY SUBMITTED,



John Granchelli

  
Jerry W. Mull  
Attorney of Record  
Reg. # 33,534

8/25/99

410-0173



**NEWBRIDGE**

1997 03 27

To: Jonathan Bosley  
Jenifer Chilcott  
Claude Haw  
Billy McIntosh

From: Pat Dowling

**Signed Copy of SSC Funded Development Agreement**

Please find attached for your records a copy of the complete SSC Funded Development Agreement, including the signature page. I shall also be sending a soft copy of the Agreement as well in case the wording is useful for future endeavours.

The Newbridge "original" will be kept in the Alliance files.

Note that I have included a final version of Schedule A as well as the incomplete earlier version. This was the way Kathy Brown and I agreed to proceed. She was to remove the old Schedule A and replace it in the copy at her end. Just in case she did not and there any questions, you can see both.

Jonathan, I assume that you and your organization will now run with the implementation details, including getting the purchase order issued. I would expect that SSC is anxious to submit its first invoice to us.

As always, I am available to assist if any issues arise in executing the Agreement.

Many thanks to Jonathan and Jenifer for their helpful guidance, suggestions, and patience with the negotiation process.

Best regards,

## Schedule A

### Job Category Classification and Rates

Job Category	Abbreviation	US\$ Hourly Rate
Supervisor	SUPV	64
Senior designer	SD	64
Intermediate designer	ID	64
Junior designer	JD	64
Support personnel	SP	64

### Budgeted Newbridge Payment Amounts

Cat.	Number	Hourly Rate U.S.\$	Budgeted Hours/ Month *	Budgeted Payable per month (U.S.\$)	No. of Mos.	Budgeted FY96/97 (U.S.\$)
SUPV	2	64.00				
SD	7	64.00				
ID	2	64.00				
JD	5	64.00				
SP	2	64.00				
<b>Total</b>	<b>18</b>		<b>165</b>	<b>190,080.00</b>	<b>10</b>	<b>1,900,800</b>

\* Budgeted hours includes an addition of 5% to account for overtime. Budgeted Payment Amounts exclude Expenses outlined in Clause 3.2.

Estimated Expenses, including other direct costs, are shown below:

**Expenses - Estimated**

Computer Usage	\$100,000.00
Travel	\$30,000.00
Miscellaneous other direct costs	\$37,000.00
Depreciation (6 months FY1996/1997)	\$46,000.00



# NEWBRIDGE

Execution Copy

## FUNDED DEVELOPMENT AGREEMENT

**BETWEEN:**

**NEWBRIDGE NETWORKS CORPORATION**, a business corporation incorporated under the laws of Canada, and having its offices at 600 March Road, P.O. Box 13600, Kanata, Ontario, Canada K2K 2E6

(hereinafter "Newbridge")

**AND:**

**SIEMENS STROMBERG-CARLSON**, a general partnership under the laws of Delaware and having its offices at 900 Broken Sound Parkway, Boca Raton, Florida, USA 33487

(in this Agreement called "Siemens")

**WHEREAS:**

- A. Newbridge is active in the field of ATM access equipment and managed Asynchronous Transfer Mode ("ATM") overlay networks; and
- B. Siemens is active as a solution and equipment supplier for carrier wide area networks including ATM products and technology suitable for carrier wide area networks; and
- C. Siemens is a general partnership under the laws of Delaware comprised of Siemens Communications Systems, Inc. and Siemens Communications LP, both of which are wholly owned subsidiaries of Siemens Corporation, a wholly owned subsidiary of Siemens AG; and
- D. Newbridge and Siemens AG have entered into an Alliance Agreement to enable the companies to coordinate certain of their activities relating to ATM technology and related products and services; and
- E. Newbridge is engaged in independent development projects related to its own defined, technologically feasible, future ATM products which are to be produced and marketed to address defined future markets for these products, for which additional consulting or engineering services are required to develop these products; and
- F. Siemens has agreed to provide such additional consulting or engineering services in accordance with the terms of this Agreement.

NOW THEREFORE the parties hereto agree as follows:

1. TERM

- 1.1 This Agreement shall become effective on the Effective Date, and shall continue for an initial term of three (3) years, unless earlier terminated in accordance with Clause 9 hereof. Upon the expiry of the initial term, this Agreement may be renewed for additional one year periods upon the agreement of the parties.
- 1.2 For the purposes of this Agreement, "Effective Date" shall be 9 December, 1996. Newbridge shall not deliver a purchase order to Siemens until this Agreement has been executed by both parties.

2. DUTIES

- 2.1 **Services.** Siemens shall perform the Services in accordance with this Agreement. For the purposes of this Agreement, "Services" means the services to be performed by Siemens, and any deliverables to be provided to Newbridge in connection with or as a result of the performance of the Services ("Deliverables"), all in accordance with the Statements of Work executed pursuant to this Agreement. "Software" means any software included in the Deliverables.
- 2.2 **Statements of Work.** From time to time during the term of this Agreement, Newbridge shall issue Statements of Work which shall include, as applicable:
  - (a) a statement that it is a Statement of Work executed pursuant to, and governed by, the terms and conditions of this Agreement;
  - (b) functional and technical specifications for the Services and Deliverables to be provided pursuant to the Statement of Work;
  - (c) the identity of the project manager(s) who will manage the provision of Services;
  - (d) the time schedule for the performance of the work on, and for the delivery of, the Services;
  - (e) payment obligations;
  - (f) a list of any capital equipment, tools, including software licenses, and supplies necessary to complete the Services, and the party who will be required to furnish such equipment, tools and supplies;
  - (g) a list of the required design criteria necessary to comply with environmental workmanship, flammability, safety, EMI and reliability requirements for the Deliverables;
  - (h) testing and acceptance procedures applicable to the Deliverables; and
  - (i) any such other information as Newbridge and Siemens may deem necessary or appropriate under the circumstances.
- 2.3 **Supervision.** Newbridge shall direct and control the efforts of Siemens' employees who have been assigned to provide the Services through the use of the Statements of Work. Day to day supervision and management of the Siemens' employees who have been assigned to provide the

Services shall be the responsibility of Siemens. Newbridge may provide technical review of Siemens' employees who have been assigned to provide the Services as reasonably requested by Siemens or from time to time at the discretion of Newbridge.

2.4 **Activity Reports.** Siemens shall deliver monthly activity reports detailing Services performed by Siemens in the preceding month. Activity reports shall be delivered no more than 15 days following the end of the calendar month to which they relate.

2.5 **Late Deliveries.** Siemens shall use its best efforts to meet the delivery dates set forth in a Statement of Work. If Siemens is late in meeting more than three delivery dates or if Siemens fails to meet any specific delivery date which may jeopardize the project and such delay is not the result of a delay imposed by Newbridge, Newbridge shall have the right to terminate this Agreement in accordance with Section 9.

### 3. PAYMENT AND TAXES

#### 3.1 **Fees.** The fees for Services ("Fees") shall be calculated as follows:

3.1.1 Newbridge shall allocate funding on a budgetary basis for the Siemens fiscal year or part thereof, commencing on October 1st and ending September 30th, as outlined in Schedule A for Siemens personnel expenses incurred in completing projects under approved Statements of Work. Each Statement of Work will specify defined resource requirements (in person-months) which will represent a portion of the resources budgeted by Newbridge for the fiscal year. The sum of the person-months across all Statements of Work for the Siemens fiscal year shall not exceed the amounts specified in Schedule A attached hereto, thereby ensuring that the overall expense for Siemens personnel will not exceed the budgetary amount approved by Newbridge. Any increase in expense will require the approval of Newbridge and amendment of Schedule A. Siemens shall be liable for any expenses not approved by Newbridge.

3.1.2 Each calendar month, Siemens will estimate in advance the total number of hours that each Siemens employee will work on a Newbridge Statement of Work during such month. An invoice based on this estimate will be submitted to the Newbridge project manager for the Statement of Work outlined therein.

3.1.3 Siemens will then calculate the total number of actual hours that each Siemens employee works on a Newbridge Statement of Work during such month, calculate the timesheet expense for such employee for the month based upon the agreed billable rate specified in Schedule A for each such employee, and total all timesheet expenses incurred for the month. Siemens will submit a detailed invoice specifying the information above together with any travel, out-of-pocket expense, pre-approved expenses, or equipment payments incurred in the month and adjusted for any estimated billings in accordance with Clause 3.5.

3.1.4 The rates set out in Schedule A will be reviewed on an annual basis, not later than the thirtieth day of September of each year. Notwithstanding the foregoing, the parties expressly agree that rates set out in Schedule A shall not increase by an amount exceeding five (5) percent in any one year period.

#### 3.2 **Expenses.**

3.2.1 **Pre-Approved Expenses.** Newbridge shall reimburse Siemens for any reasonable expenses ("Expenses") including other direct costs incurred by Siemens' employees in

connection with the performance of the Services, provided that any such Expenses have been approved in advance by Newbridge.

- 3.2.2 **Capital Purchases.** Newbridge shall pay depreciation expenses for the capital purchases made by Siemens for work to be completed under this Agreement and according to the list of equipment supplied in Schedule B of this Agreement. Changes to Schedule B and the resultant depreciation expenses must be agreed between the parties. Depreciation shall be calculated on a three year, straight line method. Siemens will submit a detailed invoice specifying the depreciation expense incurred in the month to Newbridge. In the event that this Agreement is terminated prior to the expiry of the three year depreciation period, Newbridge shall pay to Siemens a lump sum amount equal to the remaining depreciation payments for the three year period, whereupon title, possession, and all other rights and interest in and to the capital purchases shall immediately pass to Newbridge.
- 3.2.3 **Communications Facilities.** Newbridge shall pay for a leased line or equivalent communications facility between the Newbridge Kanata location and the Siemens' Boca Raton location. Newbridge will reimburse Siemens for any one-time or monthly charges incurred as a result of connecting to this leased line or equivalent communications facility. Siemens will submit a detailed invoice specifying the expense incurred to Newbridge.
- 3.3 **Employer Leave.** Newbridge shall not be obliged to pay Fees, or any other contractual costs, in respect of any Siemens employee during any leave by that employee including, but not limited to, vacation, sick leave, or leave of absence. Further, the parties expressly agree that in order to minimize disruption to Newbridge, Siemens will advise Newbridge in advance of all planned leaves greater than five days' duration. The timing of all such Siemens employee leave must be agreed in advance by Newbridge; such agreement will not be unreasonably withheld.
- 3.4 **Taxes and Employee Benefits.** Newbridge agrees to pay any applicable federal, provincial or state goods and services taxes payable in respect of the purchase of the Services under this Agreement. Siemens shall be solely responsible for the payment of its employees' salaries, social security, pension plan, worker's compensation, employee benefits and other employment related charges and deductions.
- 3.5 **Payment.** Siemens will invoice Newbridge as indicated in Clause 3.1 or as otherwise specified in the applicable Statement of Work. Expenses shall be invoiced as incurred, and shall be accompanied by all receipts and other proof of payment. All approved invoices shall be due and payable forty-five (45) days from the date of receipt of invoice by Newbridge. Any terms contained in Siemens' invoice shall be null and void. Newbridge's sole obligation shall be the payment of the Fees, Expenses and any applicable goods and services taxes. Unless otherwise specified, all references to payment amounts shall be in United States Dollars (US\$).
- 3.6 **Records.** Siemens shall keep complete and accurate records documenting all amounts payable by Newbridge in respect of Services provided pursuant this Agreement. Siemens agrees, at the request of Newbridge and at Newbridge's expense, to permit an independent auditor, selected by Newbridge and to whom Siemens has no reasonable objection, to have access to such books and records as may be necessary to determine, in respect of any accounting period ending not more than two (2) years to the date of such request, the correctness of any report or invoice issued under this Agreement. The auditor shall be entitled to examine all relevant Siemens books and other records upon reasonable advance notice and during reasonable business hours, but shall not be entitled to disclose any information relating to the business of Siemens except that which should properly be contained in any report hereunder. Any such audit shall not occur more

frequently than once in every six (6) month period and shall not unduly interfere with Siemens' business operations.

#### 4. WARRANTY

##### 4.1 Siemens hereby warrants to Newbridge that:

- (a) the Services shall be performed in a competent, professional, workman-like manner, in accordance with current industry standards;
- (b) Siemens' employees performing the Services hereunder shall be qualified to perform the tasks and functions which they are assigned;
- (c) the Software shall function substantially in accordance with the published specifications for a period of ninety (90) days from the date of successful verification by Newbridge in a final system test involving integration of the Software with all other related software and hardware produced by Newbridge;
- (d) any documentation and other Deliverables will be of a high quality and substantially free from defects;
- (e) the Services, Software, documentation and other materials delivered by Siemens as part of the Services will not infringe the intellectual or industrial property rights of any third party.
- (f) Siemens is a general partnership under the laws of Delaware comprised of Siemens Communications Systems, Inc. and Siemens Communications LP, which are liable for the acts of the partnership.

##### 4.2 In the event of a breach of the warranties set out in Clauses 4.1(a) and (b), in addition to any other remedies which may exist in law or in equity, Newbridge may require, at Siemens' expense:

- (a) the re-execution of the Services; and/or
- (b) the replacement of Siemens' employees involved in the performance of the Services.

##### 4.3 In the event of a breach of the warranties set out in Clauses 4.1(c) and (d), Siemens shall, at its option, either repair or replace the defective Software, documentation or materials or, if not reasonably available, accept return of the defective product and refund to Newbridge all amounts paid in respect thereof.

##### 4.4 In the event of a breach or alleged breach of the warranty set out in Clause 4.1(e):

- (a) Siemens agrees, at its expense, to defend and indemnify Newbridge in a suit, claim or proceeding brought against Newbridge alleging that any Services, Software, documentation or other materials delivered hereunder infringe any U.S., Canadian or European Community patents, copyrights, trade secrets or other intellectual or industrial property rights, provided that Siemens is promptly notified, given assistance required, and permitted to direct the defense. Further, Siemens agrees to pay any costs and damages awarded by a court or agreed to in settlement, although Siemens shall have no liability for settlements or costs incurred by Newbridge or its agents without Siemens' consent.

(b) Should the use by Newbridge of any of the materials referred to in (a), above, be enjoined, or in the event that Siemens desires to minimize its liability hereunder, Siemens shall, at its option and expense, either: (i) substitute the infringing materials with fully equivalent non-infringing materials; (ii) modify the infringing materials so that they are no longer infringing, but remain fully equivalent; or (iii) obtain for Newbridge the right to continue using the materials. If, after reasonable efforts, Siemens is unable to do any of the things set out in (i), (ii) or (iii), Siemens may accept return of the infringing materials, and refund to Newbridge all amounts paid in respect thereof.

The foregoing states the entire liability of Siemens for intellectual property infringement, or for any breach of warranty of noninfringement, express or implied. The foregoing indemnity shall not apply and Newbridge agrees to indemnify Siemens in a manner fully equivalent to the foregoing, in any suit, claim or proceeding brought against Siemens in which and to the extent to which the alleged infringement results from (i) material provided in accordance with Newbridge's specifications or designs; (ii) the modification of the material by any party other than Siemens, or a party acting with Siemens' authorization; or (iii) the unauthorized combination of such material with material supplied by Newbridge or others.

## 5. INTELLECTUAL AND INDUSTRIAL PROPERTY

5.1 Except as otherwise expressly provided herein, all rights, title and interest in and to any materials, information, designs, know-how, techniques and technology delivered by Siemens as part of or in connection with the Services (the "Information"), in any form, and including any patents, copyrights, trade secrets, mask works and other intellectual and industrial property rights therein, shall vest in Newbridge. Siemens shall obtain from its employees all necessary waivers of rights, including moral rights, in the Information on behalf of Newbridge. At Newbridge's request, the Siemens shall do all acts and execute any documentation necessary to assign all rights in the Information to Newbridge, and to enable Newbridge to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as Newbridge deems advisable, anywhere in the world.

5.2 All rights, title and interest, including any intellectual or industrial property rights, in and to any pre-existing Siemens information and technology shall remain vested in Siemens. Newbridge is hereby granted a non-exclusive, royalty-free, perpetual license to use, copy, modify, manufacture, distribute, and otherwise deal with any pre-existing Siemens information and technology included in the Information, solely as necessary for the purpose of exploiting the Information.

5.3 All rights, title and interest, including any intellectual or industrial property rights, in and to any new or pre-existing Newbridge information and technology shall remain vested in Newbridge. Except for the limited right to use as necessary for the performance of the Services, Siemens and Siemens' employees obtain no rights or licenses in or to any Newbridge information and technology.

5.4 If reasonably requested by Siemens, the parties will negotiate in good faith towards the execution of a license agreement pursuant to which Siemens may be granted the right to use certain of the Information developed by Siemens personnel pursuant to this Agreement, on such reasonable commercial terms as the parties may agree.

## 6. ACCEPTANCE

6.1 **Acceptance Criteria.** The Services shall be subject to acceptance by Newbridge in accordance with the acceptance criteria set out in the applicable Statement of Work.

6.2 **No Further Obligation.** Siemens acknowledges and agrees that the successful acceptance of the Services shall in no way be construed as imposing any obligation on Newbridge to purchase any additional goods or services from Siemens, or to proceed to a subsequent phase of the Project.

7. **COVENANT OF CONFIDENTIALITY**

7.1 **Confidential Information.** Any and all information, whether written or oral, regarding a party (the "Disclosing Party") or its products, which is delivered under this Agreement, which is not in whole or in part in the public domain and which the other party ("Receiving Party") shall obtain or have access to:

- (a) shall be held and treated by the Receiving Party with the utmost confidence;
- (b) shall not, without the prior written consent of the Disclosing Party be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, other than to those of its employees having a need to know for the purpose of exercising the Receiving Party's rights or performing the Receiving Party's obligations under this Agreement, and only after they have agreed to be bound by the terms of the Confidentiality Agreement attached hereto as Schedule C; and,
- (c) shall not be used by the Receiving Party in any manner whatsoever other than as specifically permitted under this Agreement or any subsequent or ancillary agreement.

7.2 **Exceptions.** Notwithstanding any other provisions of this Agreement, each party acknowledges that "Confidential Information" shall not include any information which:

- (a) is or becomes publicly known through no wrongful act on the Receiving Party's part;
- (b) is already known to the Receiving Party at the time of disclosure, other than through the Disclosing Party or through a third party which the Receiving Party knows to be bound by obligations of confidentiality;
- (c) is rightfully received by the Receiving Party from a third party without obligation of confidentiality;
- (d) is independently developed by the Receiving Party without breach of this Agreement;
- (e) is expressly approved in writing for release by the Disclosing Party; or
- (f) is disclosed pursuant to a court order, subpoena or government order, provided that the Receiving Party shall promptly notify the Disclosing Party of the requirement for disclosure, and provide all such reasonable assistance as the Disclosing Party may require for the purpose of securing a protective order, qualified disclosure, disclosure under seal or equivalent measure in order to protect the Confidential Information.

7.3 **Siemens Return of Information.** Upon the termination of this Agreement the Siemens shall promptly (and in no event later than five days thereafter) return all writings and materials whatsoever which contain information which is confidential or proprietary to Newbridge, including all copies thereof, and the Siemens shall certify in writing to Newbridge that all such materials have been returned.

7.4 **Employees and Subcontractors.** Siemens agrees to ensure that its employees and any authorized subcontractors who perform any of the work under this Agreement, agree to be bound by the terms and conditions of this Section 7. Siemens agrees to enforce the provisions of such agreements for the benefit of Newbridge.

**8. NO ASSIGNMENT**

8.1 The duties of Siemens contained in this Agreement are personal and this Agreement may not be assigned by the Siemens without the prior written consent of Newbridge, which consent may be withheld by Newbridge for any reason.

**9. TERMINATION OF THE AGREEMENT**

9.1 **Termination for Cause.** Either party may terminate this Agreement upon sixty (60) days' written notice if the other party materially breaches any of its obligations hereunder, and such breach is not rectified within the sixty (60) day notice period.

9.2 **Payment of Fees.** Newbridge shall pay to Siemens all Fees owing in respect of Services satisfactorily completed up to and including the date of termination.

9.3 **Incomplete Deliverables Upon Termination.** If any Deliverables are to be provided as part of the Services, but for which a separate price has been specified in Schedule A or the Statement of Work, Siemens shall be paid a price for the incomplete deliverable equal to the full price therefor as set forth in Schedule A or the Statement of Work, as applicable, less the amount estimated by Newbridge to be the cost of completing or having completed that Deliverable by a third party.

9.4 **Survival.** Clauses 3.5, 4, 5, 7, 9, 10 and 18 shall survive any termination or expiry of this Agreement.

**10. LIMITATION OF LIABILITY**

10.1 **Waiver.** Siemens hereby agrees to release Newbridge from any and all actions, causes of action, claims and demands for damages, loss or injury, which may hereafter be sustained by the Siemens while providing the Services at Newbridge's premises or otherwise as a consequence of the performance of the duties called for under this Agreement, save bodily injury caused by the fault or negligence of Newbridge.

10.2 **Limitation.** Except in respect of liability arising pursuant to Clause 4.4, in no event shall either party, its directors, officers or employees be liable to the other party for any amounts exceeding the lesser of that party's actual direct damages, or the amount paid by Newbridge to Siemens pursuant to this Agreement in the twelve (12) month period immediately preceding the most recent claim. Neither party, nor its directors, officers or employees shall be liable for any indirect, incidental, special or consequential damages. The foregoing provisions limiting the liability of the parties' directors, officers and employees shall be deemed to be trust provisions, and enforceable by such directors, officers and employees as trust beneficiaries.

**11. INDEPENDENT CONTRACTORS**

11.1 Siemens and Newbridge are independent contractors and neither party will act as the legal agent of the other or otherwise cause the other to incur liability in any manner whatsoever. Neither party shall issue a news release, public announcement or advertisement concerning the existence of this Agreement or its efforts in connection with this Agreement without the prior written approval of the other party.

**12. WAIVER**

12.1 No waiver by either party of any delay, default or omission by the other party shall affect or impair the rights of the non-defaulting party in respect of any subsequent delay, default or omission of the same or different kind.

**13. FORCE MAJEURE**

13.1 Neither party shall be deemed to be in default hereunder for any delay or failure to perform its obligations resulting from causes beyond its reasonable control ("Force Majeure"). In the event of the occurrence of a Force Majeure event which delays or inhibits the performance by a party of its obligations hereunder, that party shall use all reasonable efforts to mitigate the other party's damages resulting from such failure or inability to perform.

**14. NOTICE**

14.1 All notices, demands or requests required or permitted hereunder shall be deemed properly given when sent in writing to the designated representative of the other party at the addresses set out above, or such other address as a party may from time to time advise, by way of:

- (a) registered first class mail;
- (b) receipted commercial courier;
- (c) personal delivery; or
- (d) facsimile transmission, receipt of which has been acknowledged by recipient.

14.2 Notices shall be deemed received when physically received by the recipient.

**15. SEVERABILITY**

15.1 If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or part, it shall not be deemed to affect or impair the validity of any other covenant or provision.

**16. QUALITY AUDIT**

16.1 Siemens shall allow Newbridge to perform such quality audits to the design and development environment as may be necessary to comply with the ISO 9000 quality process.

**17. SOLICITATION**

17.1 Each party agrees that from the date of this Agreement until twelve (12) months after expiration, or early termination of this Agreement, whichever is the later, it shall not directly or indirectly actively solicit for employment or engagement or entice away on behalf of itself or any other company, person or organisation any of the other Party's employees who are or have been directly associated with this Agreement and who are then still employed by that Party without that Party's written consent. It is agreed by the Parties that the placement of advertisements in the general media does not constitute active solicitation.

**18. APPLICABLE LAW**

18.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Convention") is hereby expressly excluded.

18.2 Arbitration. Any dispute or controversy between the parties hereto, arising out of, in connection with or in relation to this Agreement, any amendments thereto, or the breach hereof, shall be referred to arbitration within sixty (60) days of receipt of written notice of the existence of any such dispute or controversy, such arbitration to be held in such place as the parties may determine, in accordance with the commercial rules then prevailing of the American Arbitration Association. Any award rendered therein shall be final and binding upon Newbridge and Siemens and may be entered for enforcement in any court of competent jurisdiction. Cost of arbitration shall be made a part of any such award. Notwithstanding the foregoing, a party shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction in the event of a material breach by the other party of the terms of this Agreement, the continuance of which may cause serious and irreparable damage to the party seeking equitable relief.

19. **ENTIRE AGREEMENT**

19.1 This Agreement, including all Schedules attached hereto and any Statements of Work executed in accordance herewith, sets forth the entire agreement between the parties pertaining to the services to be provided by Siemens to Newbridge, and no modification, variation or amendment of it shall be binding upon the parties unless it is in writing and signed by both parties. In case of inconsistency between the terms contained in the main body of this Agreement and any Schedules attached hereto, the terms contained in the main body of this Agreement shall prevail. In case of inconsistency between the terms of any Statement of Work, and the terms contained in this Agreement or its Schedules, the terms contained in the Statement of Work shall prevail. The parties acknowledge that there are no collateral agreements, representations, warranties, arrangements, understandings or otherwise, written or oral, pertaining to the subject matter of this Agreement.

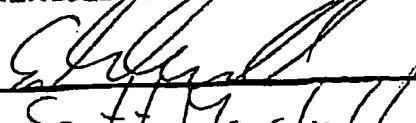
20. **COUNTERPARTS**

20.1 The Parties agree that this Agreement may be signed in faxed counterparts, and that each document bearing the original signature of one Party and the faxed signature of the other Party shall be deemed to be an original.

11

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**NEWBRIDGE NETWORKS CORPORATION**

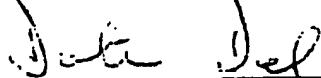


Scott Marsiglio  
printed name

EVP R&D  
title

Mar 26, 97  
date

**SIEMENS STROMBERG-CARLSON**



Dieter Dahn  
printed name

Sr. Vice President & CFO  
title

March 21, 1997  
date

## Schedule A

## Job Category Classification and Rates

Job Category	Abbreviation	USS Hourly Rate
Supervisor	SU	64
Senior designer	SD	64
Intermediate designer	ID	64
Junior designer	JD	64
Support personnel	SP	64

## Budgeted Newbridge Payment Amounts

Name **	Cat **	Hourly Rate U.S.\$	Budgeted Hours/ Month *	Budgeted Payable per month (U.S.\$)	No. of Mos.	Budgeted FY96/97 (U.S.\$)

\* Budgeted hours includes an addition of 5% to account for overtime. Budgeted Payment Amounts exclude Expenses outlined in Clause 3.2.

\*\* Siemens shall have the right to substitute individuals to perform the Services throughout the term of the Agreement so long as the mix of resources defined in the job categories is not substantially altered. Newbridge wishes to be informed at

least on an annual basis about any permanent changes to the names or categories associated with individuals recorded in this Schedule.

## Schedule B

## List of Capital Equipment Required for Siemens Lab

The following is a list of capital equipment to be purchased by Siemens for use in the Siemens Research and Development facilities to work on Newbridge development projects:

The following equipment is required for the desktop:

Quantity	Description
18	Sun UltraSparc Model 170 or Axil Ultra 570 workstations, with 128 Megabytes of RAM, 2 X 2.1 Gigabyte internal hard disks, internal CD ROM drive, internal floppy drive.
18	RGB to DB15W3 monitor cables.
18	Male/Male DB VGA monitor cables
7	21 inch Mitsubishi color monitors
15	600 V/A APC back-UPS
1	HP Laserjet 5SiMX printer
1	HP Duplex unit
1	16 Mb memory expansion for HP Laserjet printer

The following equipment is required for a file server. Note that the final configuration is subject to approval by Newbridge's Information Technology department.

Quantity	Description
1	Axil Ultima 1 Model 200 server, with 200 MHz CPU, 128 Megabytes of RAM, internal CD ROM drive, internal floppy drive, 2 X 2.1 Gigabyte fast-wide 7200 rpm internal hard disk, 20 inch Trinitron monitor, TurboGX graphics, with Solaris operating system server license and DiskSuite software.
2	Exabyte EXB 850XL 7.0-14.0 Gigabyte external 8mm tape backup subsystem
2	S-BUS fast-wide SCSI disk controllers
8	Internal 4.2 Gigabyte fast-wide 7200 rpm SCSI-2 disk
2	internal disk enclosures (each holds 4 disks) & cables

Initially, three 36170 lab stations will be set up, and will require the following equipment to be purchased by Siemens to equip these three lab stations. Note that up to an additional three lab stations may be required in the future, with similar capital equipment requirements.

Quantity	Description
4	Standard 19" telco equipment racks
3	PC (486 or 90 Mhz Pentium) - for use with Newbridge Real-Time Debugging system
3	Sun UltraSparc Model 170 or Axil Ultra 570 workstations, with 17 inch colour monitors, 128 Megabytes of RAM, 2 X 2.1 Gigabyte internal hard disks, internal CD ROM drive, internal floppy drive - for

	running 46020 application and automated test scripts
3	Sun UltraSparc Model 170 or Axil 570 workstations with 64 Megabytes of RAM, 2.1 Gigabyte internal hard disk, internal CD ROM drive, internal floppy drive - for use as SVC testers. Less powerful SUN workstations such as SUN Sparc 5 can be used instead. Screens and keyboards are not required for these SUNs since they act as test equipment
6	A/B serial port splitter cable for Axil workstations
approx. 3	HUBs for ethernet connectivity of 36170 nodes, SUN workstations, PCs - requirements to be determined by Siemens' MIS department
3	VT-100 style terminals for access to the maintenance port of the 36170 nodes. Other options are to use PCs as terminal emulators, or to use the serial ports of the SUN workstations, or to use a small terminal server to provide telnet access to the RS-232 ports.
3	Lab benches and chairs. Lab benches require static protection.
6	MMF SC-SC duplex zip-cord fibre cables
misc.	Coax cables, power and ground wiring, static-protection straps.

Schedule C

**Standard Confidentiality Agreement**

**NEWBRIDGE NETWORKS CORPORATION**

**CONTRACTOR AGREEMENT AS TO CONFIDENTIALITY OF  
INFORMATION AND OWNERSHIP OF PROPRIETARY PROPERTY**

WHEREAS NEWBRIDGE NETWORKS CORPORATION ("COMPANY") AND EITHER THE UNDERSIGNED ("CONTRACTOR") OR THE EMPLOYER OF THE UNDERSIGNED HAVE ENTERED INTO AN AGREEMENT ("CONTRACT") FOR THE PROVISION OF SERVICES TO COMPANY.

IN CONSIDERATION OF COMPANY ENTERING INTO THE CONTRACT, CONTRACTOR ACKNOWLEDGES AND AGREES THAT:

1. In the course of providing services to Company, Contractor will have access to proprietary and confidential information belonging to Company, its customers, its suppliers and others (which proprietary and confidential information is collectively referred to in this agreement as "Confidential Information"); and
2. Contractor may in the course of performing services for Company develop tangible and intangible property including without limitation, software, hardware, know-how, designs, techniques, documentation and other material regardless of the form or media on which such is stored, some or all of which property may be protected by patents, copyrights, trade secrets, trade marks, industrial designs or mask works (which tangible and intangible property is collectively referred to in this agreement as "Proprietary Property").
3. Contractor shall keep all Confidential Information confidential and shall not use any Proprietary Property or Confidential Information except for the purpose of carrying out authorized activities on behalf of the Company or except as expressly authorized by Company in writing.
4. Contractor shall not make any unauthorized use of any trade secrets or proprietary property of a third party in the course of providing services to Company.
5. Unless otherwise expressly provided in the Contract, all Proprietary Property which Contractor may develop in the course of performing services for Company, whether alone or jointly with others, shall be the exclusive property of Company and Contractor shall have no rights in any such Proprietary Property. Unless otherwise expressly provided in the Contract, at the request and expense of Company, whether during or after expiration of the Contract, Contractor agrees to do all acts necessary and sign all documentation necessary in order to assign all rights in the Proprietary Property to Company and to enable Company to register patents, copyrights, trade marks, mask works, industrial designs and such other protections as Company deems advisable anywhere in the world in respect of the Proprietary Property.
6. If during the course of providing services under the Contract, Contractor develops any work which is protected by copyright, Contractor hereby waives unconditionally any "moral rights" Contractor may have in such work.

7. Contractor shall not at any time make any unauthorized use of the Company's computer systems, communications networks, databases or files. Contractor shall at all times adhere to all Company policies regarding the use of such computer systems, communication networks, databases or files.

8. Contractor shall not at any time use unauthorized software or data on Company equipment.

9. The Contract is and shall continue to be subject to the terms and conditions of this Agreement. The restrictions contained herein relating to disclosure and use of Proprietary Property, Confidential Information, Company computer systems, communications networks and databases or files shall continue after termination or expiration of the Contract. The obligations of confidentiality shall not apply to information which is or which comes into the public domain through no fault of Contractor, was in the possession of Contractor before receipt of such from Newbridge, or was independently developed by Contractor. Contractor shall have the burden of proof relating to the existence of any exemption relied on by Contractor. All other terms and conditions of this Agreement shall survive the termination or expiration of the Contract in accordance with their terms.

IN WITNESS WHEREOF CONTRACTOR has executed this Agreement this day of  
, 199 .

Witness

**Contractor**

**Subject: RE: Patent application**

**Date:** Tue, 10 Aug 1999 07:49:15 +0200

**From:** David Furshpan <David.Furshpan@seabridge.co.il>

**To:** "JOHN GRANCHELLI" <jgranche@newbridge.com>

**CC:** "Jerry Lind" <Jerry.Lind@icn.siemens.com>,

"Joseph Codispoti" <Joseph.Codispoti@sc.siemens.com>,

Avi Domo <avi.domo@seabridge.co.il>

I cc'ed your letter to the lawyer and Jerry Lind. Both were informed about your request.

The Siemens patent attorney who advises me as to the handling of the Newbridge patent is Joe Codispoti. His voice number is: 732-321-3004.

-----Original Message-----

From: JOHN GRANCHELLI [mailto:[jgranche@newbridge.com](mailto:jgranche@newbridge.com)]

Sent: Monday, August 09, 1999 1:29 PM

To: David Furshpan; David Furshpan

Subject: Patent application

Hi David,

I understand that you forwarded to a lawyer at Siemens the Declaration/Power of Attorney document which I had sent you . I would appreciate receiving from you the name of the lawyer, and an email address and telephone number to contact that person.

I need to move this matter along as we have a deadline to submit that document which is required to complete formalities in respect of the patent application and time is quickly running out.

Thanks for your help,

John

**Subject: Re: 36170 Patent**

**Date:** Mon, 09 Aug 1999 16:24:05 -0400

**From:** "PAT DOWLING" <pdowling@newbridge.com>

**To:** Jerry.Lind@icn.siemens.com

**CC:** Joseph.Codispoti@sc.siemens.com, JOHN GRANCHELLI <jgranche@newbridge.com>

Jerry, thanks for the information. I knew that you could help.

John Granchelli, who is based in Kanata, will be contacting Joseph to progress this.

best regards,  
Pat

Jerry.Lind@icn.siemens.com wrote:

> Pat,  
>  
> Joseph Codispoti from our intellectual property dept. is dealing with this  
> matter. Please feel free to contact him:  
>  
> Joseph Codispoti  
> Phone: 1-732-321-3004  
> email: Joseph.Codispoti@sc.siemens.com  
>  
> Jerry.

**Subject: [Fwd: 36170 Patent]**

**Date:** Mon, 09 Aug 1999 16:20:07 -0400

**From:** "PAT DOWLING" <pdowling@newbridge.com>

**To:** JOHN GRANCHELLI <jgranche@newbridge.com>

John, will you run with this?

Let me know if you need anything further.

Pat

---

**Subject: 36170 Patent**

**Date:** Mon, 9 Aug 1999 16:16:58 -0400

**From:** Jerry.Lind@icn.siemens.com

**To:** pdowling@newbridge.com

**CC:** Joseph.Codispoti@sc.siemens.com

Pat,

Joseph Codispoti from our intellectual property dept. is dealing with this matter. Please feel free to contact him:

Joseph Codispoti

Phone: 1-732-321-3004

email: Joseph.Codispoti@sc.siemens.com

Jerry.

**Subject: Patent application**

**Date:** Mon, 09 Aug 1999 11:28:32 +0000

**From:** John Granchelli <jgranche@newbridge.com>

**Organization:** Newbridge Networks Corporation

**To:** David Furshpan <david.furshpan@ibm.net>,  
David Furshpan <David.Furshpan@seabridge.co.il>

Hi David,

I understand that you forwarded to a lawyer at Siemens the Declaration/Power of Attorney document which I had sent you . I would appreciate receiving from you the name of the lawyer, and an email address and telephone number to contact that person.

I need to move this matter along as we have a deadline to submit that document which is required to complete formalities in respect of the patent application and time is quickly running out.

Thanks for your help,  
John

**Subject: Re: [Fwd: Request for Help]**  
**Date: Mon, 26 Jul 1999 20:17:43 +0000**  
**From: John Granchelli <jgranche@newbridge.com>**  
**Organization: Newbridge Networks Corporation**  
**To: PAT DOWLING <pdowling@newbridge.com>**

Hi Pat,

Thanks for the information. Should we contact someone at Siemens to help move this along? I have the Assignment document which requires a signature of an office from Siemens, as well as David Furshpan (in addition to the document already sent to David). Perhaps we could attend to both issues when approaching Siemens. I'll propose a meeting for us to discuss these matters when I return next week.

Thanks again for your help,  
John

PAT DOWLING wrote:

> FYI  
>  
> -----  
> *Subject: RE: Request for Help*  
> *Date: Sun, 25 Jul 1999 13:58:45 +0200*  
> *From: Avi Domo <avi.domo@seabridge.co.il>*  
> *To: "'PAT DOWLING'" <pdowling@newbridge.com>*  
>  
> *I spoke with David. Being a Siemens employee at that time he felt that he has to consult with Siemens lawyer before signing any document. He is still waiting for the lawyer answer.*  
>  
> Avi  
>  
> -----Original Message-----  
> *From: PAT DOWLING [mailto:[pdowling@newbridge.com](mailto:pdowling@newbridge.com)]*  
> *Sent: Wednesday, July 21, 1999 10:36*  
> *To: Avi Domoshevitzki*  
> *Subject: Request for Help*  
>  
> *Avi, here is something a little different for you.*  
>  
> *A little while back, Newbridge sent a document in connection with a Newbridge patent application to David Furshpan, who we understand is now at Seabridge (relates to work he had done while at Siemens in Boca Raton) for him to sign and return, but it appears that David is procrastinating in doing so. Would you be so kind as to remind David to return the signed document? Any help would be appreciated.*  
>  
> *Best regards,*  
> Pat  
>  
> *p.s. I look forward to talking to you on Monday during the conference call.*  
>  
> *I also thought that you might appreciate the following message that was*

**Subject: [Fwd: Request for Help]**  
**Date:** Mon, 26 Jul 1999 08:27:49 -0400  
**From:** "PAT DOWLING" <pdowling@newbridge.com>  
**To:** JOHN GRANCHELLI <jgranche@newbridge.com>

FYI

---

**Subject: RE: Request for Help**  
**Date:** Sun, 25 Jul 1999 13:58:45 +0200  
**From:** Avi Domo <avi.domo@seabridge.co.il>  
**To:** "PAT DOWLING" <pdowling@newbridge.com>

I spoke with David. Being a Siemens employee at that time he felt that he has to consult with Siemens lawyer before signing any document. He is still waiting for the lawyer answer.

Avi

-----Original Message-----

**From:** PAT DOWLING [mailto:[pdowling@newbridge.com](mailto:pdowling@newbridge.com)]  
**Sent:** Wednesday, July 21, 1999 10:36  
**To:** Avi Domoshevitzki  
**Subject:** Request for Help

Avi, here is something a little different for you.

A little while back, Newbridge sent a document in connection with a Newbridge patent application to David Furshpan, who we understand is now at Seabridge (relates to work he had done while at Siemens in Boca Raton) for him to sign and return, but it appears that David is procrastinating in doing so. Would you be so kind as to remind David to return the signed document? Any help would be appreciated.

Best regards,  
Pat

p.s. I look forward to talking to you on Monday during the conference call.

I also thought that you might appreciate the following message that was forwarded to me after a discussion about my daughters and the boys who come to visit:

#### Ten Simple Rules for Dating My Daughter

**Rule One:**  
If you pull into my driveway and honk you'd better be delivering a package, because you're sure not picking anything up.

**Rule Two:**

**Subject: Re: SeaBridge/David Furshpan**  
**Date:** Wed, 21 Jul 1999 16:46:54 -0400  
**From:** "PAT DOWLING" <pdowling@newbridge.com>  
**To:** JOHN GRANCHELLI <jgranche@newbridge.com>

John, I have sent a note off to Avi Domoshevizki, the CEO of Seabridge.

Please let me know when you wish to pursue things with Siemens in Boca Raton and what document you want them to sign.

Pat

JOHN GRANCHELLI wrote:

> Hi Pat,  
>  
> I was wondering whether you could give me a hand with an outstanding  
> matter involving an employee of SeaBridge, David Furshpan. A little  
> while back, I sent a document in connection with a Newbridge patent  
> application to David (relates to work he had done while at Siemens in  
> Boca Raton) for him to sign and return, but it appears that David is  
> procrastinating in do so. Is there someone at SeaBridge who we can ask  
> to kindly remind David to return the signed document? Any help would be  
> appreciated.  
>  
> Thanks,  
> John

**Subject: SeaBridge/David Furshpan**

**Date: Wed, 21 Jul 1999 12:16:22 +0000**

**From: John Granchelli <jgranche@newbridge.com>**

**Organization: Newbridge Networks Corporation**

**To: PAT DOWLING <pdowling@newbridge.com>**

Hi Pat,

I was wondering whether you could give me a hand with an outstanding matter involving an employee of SeaBridge, David Furshpan. A little while back, I sent a document in connection with a Newbridge patent application to David (relates to work he had done while at Siemens in Boca Raton) for him to sign and return, but it appears that David is procrastinating in do so. Is there someone at SeaBridge who we can ask to kindly remind David to return the signed document? Any help would be appreciated.

Thanks,  
John

**Subject: Re: Siemens & Seabridge liasons**  
**Date: Mon, 19 Jul 1999 09:03:12 -0400**  
**From: "PAT DOWLING" <pdowling@newbridge.com>**  
**To: JOHN GRANCHELLI <jgranche@newbridge.com>**

John, by default, I am still involved in some Siemens issues so let's talk about the patent issue.

For Seabridge, Peter Nadeau is the one in the middle of the current deal making, but if he is not around, I can serve as a focus.

Pat

JOHN GRANCHELLI wrote:

> *Hi Pat,*  
>  
> *I have a patent matter that involves Siemens and to some extent*  
> *Seabridge. If I recall correctly, you are no longer acting as liaison*  
> *between Newbridge/Siemens but I would be grateful if you could let me*  
> *know who is now. Also, if you know who is liaising with Seabridge,*  
> *please reply with that name as well.*  
>  
> *Thanks,*  
> *John*

**Subject: Siemens & Seabridge liaisons**

**Date: Fri, 16 Jul 1999 20:23:13 +0000**

**From: John Granchelli <jgranche@newbridge.com>**

**Organization: Newbridge Networks Corporation**

**To: PAT DOWLING <pdowling@newbridge.com>**

Hi Pat,

I have a patent matter that involves Siemens and to some extent Seabridge. If I recall correctly, you are no longer acting as liaison between Newbridge/Siemens but I would be grateful if you could let me know who is now. Also, if you know who is liaising with Seabridge, please reply with that name as well.

Thanks,  
John

**Subject: RE: Patent papers**

**Date:** Wed, 23 Jun 1999 08:32:51 +0200

**From:** David Furshpan <David.Furshpan@seabridge.co.il>

**To:** "JOHN GRANCHELLI" <jgranche@newbridge.com>

I just got the papers. I will send them out in the next few days.

-----Original Message-----

From: JOHN GRANCHELLI [mailto:[jgranche@newbridge.com](mailto:jgranche@newbridge.com)]

Sent: Tuesday, June 22, 1999 1:31 PM

To: David Furshpan; David Furshpan

Subject: Patent papers

Hi David,

Another reminder about returning the signed papers for the patent application. The US Patent Office imposes a deadline for completing filed applications, so I would appreciate receiving the documents as soon as possible.

Let me know if you have any questions or concerns.

Thanks,

John

----- Original Message -----

**Subject: Patent papers**

**Date:** Tue, 15 Jun 1999 19:41:41 +0000

**From:** John Granchelli <jgranche@newbridge.com>

**Organization:** Newbridge Networks Corporation

**To:** David Furshpan <David.Furshpan@seabridge.co.il>, David Furshpan <david.furshpan@ibm.net>

Hi David,

A friendly reminder about returning the signed documents for the patent application. They were sent by courier to you a couple of weeks back. Let me know if there are any problems.

Thanks,

John

**Subject: Patent papers**

**Date:** Tue, 22 Jun 1999 11:31:02 +0000

**From:** John Granchelli <jgranche@newbridge.com>

**Organization:** Newbridge Networks Corporation

**To:** David Furshpan <David.Furshpan@seabridge.co.il>,  
David Furshpan <david.furshpan@ibm.net>

Hi David,

Another reminder about returning the signed papers for the patent application. The US Patent Office imposes a deadline for completing filed applications, so I would appreciate receiving the documents as soon as possible.

Let me know if you have any questions or concerns.

Thanks,  
John

----- Original Message -----

**Subject:** Patent papers

**Date:** Tue, 15 Jun 1999 19:41:41 +0000

**From:** John Granchelli <jgranche@newbridge.com>

**Organization:** Newbridge Networks Corporation

**To:** David Furshpan <David.Furshpan@seabridge.co.il>, David Furshpan <david.furshpan@ibm.net>

Hi David,

A friendly reminder about returning the signed documents for the patent application. They were sent by courier to you a couple of weeks back. Let me know if there are any problems.

Thanks,  
John

**Subject: Patent papers**

**Date: Tue, 15 Jun 1999 19:41:41 +0000**

**From: John Granchelli <jgranche@newbridge.com>**

**Organization: Newbridge Networks Corporation**

**To: David Furshpan <David.Furshpan@seabridge.co.il>,  
David Furshpan <david.furshpan@ibm.net>**

Hi David,

A friendly reminder about returning the signed documents for the patent application. They were sent by courier to you a couple of weeks back. Let me know if there are any problems.

Thanks,  
John



**NEWBRIDGE**

May 28, 1999

David Furshpan  
Seabridge  
3 Hanagar St' Neve Neaman  
POB 470  
HOD HASARON 49800  
Israel

Dear David:

Subject: Documents for U.S. Patent Application "Method and Apparatus for processing call signaling messages". Newbridge Case #410-0173.

---

Further to our emails, enclosed is a copy of the U.S. patent application together with a copy (in duplicate) of one document for your execution. The document is a Declaration and Power of Attorney which is required to complete the application. Please first review the application to assure that you understand the invention as described and claimed, and then sign (in blue ink), and date both copies of the document where indicated.

Please return the executed document to my attention in the prepaid Fed-ex envelope also enclosed herewith.

I look forward to receiving the document in the near future.

Thank you for your co-operation,

  
John Granchelli,  
Manager, Intellectual Property

Sjh  
Encl.

**Subject: RE: Newbridge patent**  
**Date: Wed, 19 May 1999 17:29:05 -0400**  
**From: David Furshpan <David.Furshpan@ibm.net>**  
**To: "JOHN GRANCHELLI" <jgranche@newbridge.com>**

If want to play it safe, send it to Seabridge to my attention.  
Seabridge's address is

3 HANAGAR ST' NEVE NEAMAN  
POB 470  
HOD HASARON 49800  
Israel.

The reason I am asking about the benefit is that quite a few companies rewards their workers for the patent since they give up their rights.

-----Original Message-----

From: JOHN GRANCHELLI [SMTP:jgranche@newbridge.com]  
Sent: Tuesday, May 18, 1999 6:12 AM  
To: David Furshpan  
Subject: Re: Newbridge patent

Hi David,

Is there someone at home to receive the courier delivery? As you live in an apartment, it can sometime be problematic if there is nobody to accept the delivery.

I can send the courier to you at work, if that would be more convenient and you have no concerns receiving it there.

Newbridge benefits by receiving a US patent, hopefully, if the idea is novel. For what is worth, benefits to you are recognition as being an inventor on the US patent, and another achievement to reference on your resume.

Cheers,  
John

David Furshpan wrote:

> I had sent you my current address.  
> I am an American Citizen on an assignment in Israel ( I also have an Israeli Citizenship).  
> I would like to know whether there is any benefit for me in this LIFO/FIFO Patent.  
>  
> -----Original Message-----  
> From: JOHN GRANCHELLI [SMTP:jgranche@newbridge.com]  
> Sent: Friday, May 14, 1999 2:24 PM  
> To: David Furshpan; David Furshpan  
> Cc: SHIRLEY HARBERS  
> Subject: Newbridge patent  
>  
> Hi David,  
>  
> Thank you for your prompt reply to Shirley's query.  
>  
> This relates to the 36170 call processing functionality that you  
> developed while at Siemens in Boca. Newbridge has filed a patent  
> application to protect this functionality, in particular the LIFO/FIFO  
> aspect of call processing, and we need you to sign a document (i.e.,

> Declaration and Power of Attorney) which is required to complete the  
> application. There is some urgency to submit the signed  
> Declaration/Power of Attorney to the US Patent Office, as they have  
> imposed a deadline to complete formalities in respect of the  
> application. The deadline can be extended somewhat but this requires  
> paying extra government fees. Therefore, I would like to arrange  
> sending the document to you and would appreciate very much that you  
> return it as soon as possible. Perhaps we can send the document by  
> courier either to your work or home. Let me know what you think would  
> be the most convenient place for you to receive the document.  
>  
> Please reply with your citizenship information which is needed for the  
> document.  
>  
> Lastly, you will be asked to sign a further document, namely an  
> Assignment which is for transferring title (ownership) of the  
> invention. I still need to settle the logistics of the transfer through  
> Siemens to Newbridge. The Assignment is not urgent, as there is no  
> prescribed deadline by the Patent Office. I will forward the Assignment  
> document once the chain for effecting the title transfer has been  
> determined.  
>  
> Thanks for your assistance,  
> John  
>  
> SHIRLEY HARBERS wrote:  
>  
> > Here's the info.....I guess you can contact him now.  
>  
> > Shirley  
>  
> > -----  
>  
> > Subject: David Furshpan  
> > Date: Wed, 12 May 1999 08:09:42 +0200  
> > From: David Furshpan <David.Furshpan@seabridge.co.il>  
> > To: "'sharbers@newbridge.com'" <sharbers@newbridge.com>  
> > CC: "'Ani - new'" <david.furshpan@ibm.net>,  
> > "'Schura'" <RedKoyote.israel@ibm.net>  
>  
> > Hi Shirley,  
> > Ways to contact me:  
>  
> > +972-(0)9-765-8784 - home  
>  
> > +972-(0)9-775-1265 - work  
>  
> > david.furshpan@ibm.net (my home email)  
>  
> > Sokolov 9 Apt. #26  
> > Kfar Saba, 44256  
> > Israel  
>  
> > Please tell me what is it about.  
>  
> > David

**Subject: Re: Newbridge patent**

**Date: Tue, 18 May 1999 10:12:14 +0000**

**From: John Granchelli <jgranche@newbridge.com>**

**Organization: Newbridge Networks Corporation**

**To: David Furshpan <David.Furshpan@ibm.net>**

Hi David,

Is there someone at home to receive the courier delivery? As you live in an apartment, it can sometime be problematic if there is nobody to accept the delivery.

I can send the courier to you at work, if that would be more convenient and you have no concerns receiving it there.

Newbridge benefits by receiving a US patent, hopefully, if the idea is novel. For what is worth, benefits to you are recognition as being an inventor on the US patent, and another achievement to reference on your resume.

Cheers,  
John

David Furshpan wrote:

> I had sent you my current address.  
> I am an American Citizen on an assignment in Israel ( I also have an Israeli Citizenship).  
> I would like to know whether there is any benefit for me in this LIFO/FIFO Patent.  
>  
> -----Original Message-----  
> From: JOHN GRANCHELLI [SMTP:jgranche@newbridge.com]  
> Sent: Friday, May 14, 1999 2:24 PM  
> To: David Furshpan; David Furshpan  
> Cc: SHIRLEY HARBERS  
> Subject: Newbridge patent  
>  
> Hi David,  
>  
> Thank you for your prompt reply to Shirley's query.  
>  
> This relates to the 36170 call processing functionality that you developed while at Siemens in Boca. Newbridge has filed a patent application to protect this functionality, in particular the LIFO/FIFO aspect of call processing, and we need you to sign a document (i.e., Declaration and Power of Attorney) which is required to complete the application. There is some urgency to submit the signed Declaration/Power of Attorney to the US Patent Office, as they have imposed a deadline to complete formalities in respect of the application. The deadline can be extended somewhat but this requires paying extra government fees. Therefore, I would like to arrange sending the document to you and would appreciate very much that you return it as soon as possible. Perhaps we can send the document by courier either to your work or home. Let me know what you think would be the most convenient place for you to receive the document.  
>  
> Please reply with your citizenship information which is needed for the document.  
>  
> Lastly, you will be asked to sign a further document, namely an

> Assignment which is for transferring title (ownership) of the  
> invention. I still need to settle the logistics of the transfer through  
> Siemens to Newbridge. The Assignment is not urgent, as there is no  
> prescribed deadline by the Patent Office. I will forward the Assignment  
> document once the chain for effecting the title transfer has been  
> determined.  
>  
> Thanks for your assistance,  
> John  
>  
> SHIRLEY HARBERS wrote:  
>  
> > Here's the info.....I guess you can contact him now.  
> >  
> > Shirley  
> >  
> > -----  
> >  
> > Subject: David Furshpan  
> > Date: Wed, 12 May 1999 08:09:42 +0200  
> > From: David Furshpan <David.Furshpan@seabridge.co.il>  
> > To: "'sharbers@newbridge.com'" <sharbers@newbridge.com>  
> > CC: "'Ani - new'" <david.furshpan@ibm.net>,  
> > "'Schura'" <RedKoyote.israel@ibm.net>  
> >  
> > Hi Shirley,  
> > Ways to contact me:  
> >  
> > +972-(0)9-765-8784 - home  
> >  
> > +972-(0)9-775-1265 - work  
> >  
> > david.furshpan@ibm.net (my home email)  
> >  
> > Sokolov 9 Apt. #26  
> > Kfar Saba, 44256  
> > Israel  
> >  
> > Please tell me what is it about.  
> >  
> > David

**Subject: RE: Newbridge patent**

**Date:** Sat, 15 May 1999 14:35:39 -0400

**From:** David Furshpan <David.Furshpan@ibm.net>

**To:** "JOHN GRANCHELLI" <jgranche@newbridge.com>

I had sent you my current address.

I am an American Citizen on an assignment in Israel ( I also have an Israeli Citizenship).

I would like to know whether there is any benefit for me in this LIFO/FIFO Patent.

-----Original Message-----

From: JOHN GRANCHELLI [SMTP:jgranche@newbridge.com]

Sent: Friday, May 14, 1999 2:24 PM

To: David Furshpan; David Furshpan

Cc: SHIRLEY HARBERS

Subject: Newbridge patent

Hi David,

Thank you for your prompt reply to Shirley's query.

This relates to the 36170 call processing functionality that you developed while at Siemens in Boca. Newbridge has filed a patent application to protect this functionality, in particular the LIFO/FIFO aspect of call processing, and we need you to sign a document (i.e., Declaration and Power of Attorney) which is required to complete the application. There is some urgency to submit the signed Declaration/Power of Attorney to the US Patent Office, as they have imposed a deadline to complete formalities in respect of the application. The deadline can be extended somewhat but this requires paying extra government fees. Therefore, I would like to arrange sending the document to you and would appreciate very much that you return it as soon as possible. Perhaps we can send the document by courier either to your work or home. Let me know what you think would be the most convenient place for you to receive the document.

Please reply with your citizenship information which is needed for the document.

Lastly, you will be asked to sign a further document, namely an Assignment which is for transferring title (ownership) of the invention. I still need to settle the logistics of the transfer through Siemens to Newbridge. The Assignment is not urgent, as there is no prescribed deadline by the Patent Office. I will forward the Assignment document once the chain for effecting the title transfer has been determined.

Thanks for your assistance,  
John

SHIRLEY HARBERS wrote:

> Here's the info.....I guess you can contact him now.

>

> Shirley

>

> -----

>

> **Subject:** David Furshpan

> **Date:** Wed, 12 May 1999 08:09:42 +0200

> **From:** David Furshpan <David.Furshpan@seabridge.co.il>

> To: "'sharbers@newbridge.com'" <sharbers@newbridge.com>  
> CC: "'Ani - new'" <david.furshpan@ibm.net>,  
> "'Schura'" <RedKoyote.israel@ibm.net>  
>  
> *Hi Shirley,*  
> *Ways to contact me:*  
>  
> *+972-(0)9-765-8784 - home*  
>  
> *+972-(0)9-775-1265 - work*  
>  
> *david.furshpan@ibm.net (my home email)*  
>  
> *Sokolov 9 Apt. #26*  
> *Kfar Saba, 44256*  
> *Israel*  
>  
> *Please tell me what is it about.*  
>  
> *David*

**Subject: Newbridge patent**  
**Date: Fri, 14 May 1999 18:24:01 +0000**  
**From: John Granchelli <jgranche@newbridge.com>**  
**Organization: Newbridge Networks Corporation**  
**To: David Furshpan <David.Furshpan@seabridge.co.il>,**  
**David Furshpan <david.furshpan@ibm.net>**  
**CC: SHIRLEY HARBERS <sharbers@newbridge.com>**

Hi David,

Thank you for your prompt reply to Shirley's query.

This relates to the 36170 call processing functionality that you developed while at Siemens in Boca. Newbridge has filed a patent application to protect this functionality, in particular the LIFO/FIFO aspect of call processing, and we need you to sign a document (i.e., Declaration and Power of Attorney) which is required to complete the application. There is some urgency to submit the signed Declaration/Power of Attorney to the US Patent Office, as they have imposed a deadline to complete formalities in respect of the application. The deadline can be extended somewhat but this requires paying extra government fees. Therefore, I would like to arrange sending the document to you and would appreciate very much that you return it as soon as possible. Perhaps we can send the document by courier either to your work or home. Let me know what you think would be the most convenient place for you to receive the document.

Please reply with your citizenship information which is needed for the document.

Lastly, you will be asked to sign a further document, namely an Assignment which is for transferring title (ownership) of the invention. I still need to settle the logistics of the transfer through Siemens to Newbridge. The Assignment is not urgent, as there is no prescribed deadline by the Patent Office. I will forward the Assignment document once the chain for effecting the title transfer has been determined.

Thanks for your assistance,  
John

SHIRLEY HARBERS wrote:

> Here's the info.....I guess you can contact him now.  
>  
> Shirley  
>  
> -----  
>  
> *Subject: David Furshpan*  
> *Date: Wed, 12 May 1999 08:09:42 +0200*  
> *From: David Furshpan <David.Furshpan@seabridge.co.il>*  
> *To: "'sharbers@newbridge.com'" <sharbers@newbridge.com>*  
> *CC: "'Ani - new'" <david.furshpan@ibm.net>,*  
> *"'Schura'" <RedKoyote.israel@ibm.net>*  
>  
> *Hi Shirley,*  
> *Ways to contact me:*  
>  
> *+972-(0)9-765-8784 - home*

>  
> +972-(0)9-775-1265 - work  
>  
> *david.furshpan@ibm.net* (my home email)  
>  
> *Sokolov 9 Apt. #26*  
> *Kfar Saba, 44256*  
> *Israel*  
>  
> *Please tell me what is it about.*  
>  
> *David*